

MASTER CONTRACT

between

BOARD OF DIRECTORS

NORTH KOSSUTH COMMUNITY SCHOOL

and

NORTH KOSSUTH EDUCATION ASSOCIATION

2006-08

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EMPLOYMENT
RELATIONS BOARD

OFFICE OF THE
SCHOOL BOARD

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ARTICLE I: Preamble

WHEREAS, the Board of Directors of the North Kossuth Community School District, hereinafter referred to as the Board, and the North Kossuth Education Association, hereinafter referred to as the Association, have reached certain understandings, which they desire to confirm in the Agreement, it is therefore agreed as follows:

ARTICLE II: Recognition

A. Unit

The Board hereby recognizes the North Kossuth Education Association as the certified exclusive bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 529) issued for the PERB on the fifth (5th) day of February, 1976, whether under contract, full or part-time, employed, or to be employed by the Board of Education of the North Kossuth School District. Such representation shall cover all personnel assigned to newly created positions of a professional nature that are not primarily supervisory or administrative, if mutually agreed upon by the Board and Association. If not mutually agreed upon, the position shall be ruled upon by PERB.

The unit described in the above certification is amended as follows:

AMENDMENT OF BARGAINING UNIT AND CERTIFICATION

Upon a petition for amendment of bargaining unit duly filed pursuant to Iowa Code section 20.15 and PERB rule 621-4.6 (20), the parties filed with the Board a stipulation of bargaining unit as amended, which was tentatively approved by the Board. A public notice of the Board's proposed decision to amend the bargaining unit in accordance with the parties' stipulation was posted in conformance with PERB's rules, and no objections to the proposed decision were filed.

IT IS THEREFORE ordered that the bargaining unit initially determined in PERB Case No. 529 and the certification of the North Kossuth Education Association, its amended to provide:

INCLUDED: All full and regular part-time professional employees of the North Kossuth Community School, including: classroom teachers, grades pre-Kindergarten-12, librarian, special teachers, and guidance counselors.

EXCLUDED: Superintendent of Schools, high school principal, elementary principal, district secretaries, nonprofessional employees, and all others excluded by Iowa Code section 20.4.

B. Definitions

1. The term "Board" as used in the agreement, shall mean the Board of Directors of the North Kossuth School District or its duly authorized representatives.
2. The term "employee" as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the PERB.
3. The term "Association" as used in this agreement, shall mean the North Kossuth Education Association or its duly authorized representatives.
4. The term "day" as used in any part of this agreement shall mean work day. Work day is any day an employee is required to be at work as defined by the board adopted school calendar. When this definition does not apply, i.e. summer, then calendar days shall apply.

ARTICLE III: Association Rights

- A. Association Meetings: The Association may have the right to hold meetings on school district property before or after the student day provided such meetings in no way interfere with any aspect of the instructional program. All morning meetings shall dismiss 15 minutes prior to the start of the student day. Teachers are allowed to leave at 3:30 PM for Association meetings. The Association agrees to bear the cost of any expenses to the district resulting from such meetings excluding utilities and normal maintenance. All such meetings will be scheduled with the superintendent.
- B. Communications: The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided by the Board in each school building in areas designated for employee use such as employee lounges and workrooms. The Association may use the District in-school mail service and employee mailboxes for communications to employees.
- C. One association member will be allowed to use a personal leave day to attend the Association's delegate assembly.

ARTICLE IV: Grievance Procedure

- A. A grievance is a claim by an employee, group of employees, or the Association that there has been a violation, misinterpretation or misapplication of any of the specific provisions of this agreement.
- B. Rights and Restrictions
 - 1. Every employee as described in Article II covered by this agreement shall have the right to present grievances in accordance with these procedures.
 - 2. It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or the staff.
- C. Time Limits
 - 1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
 - 2. All references to "days" in regard to time limits throughout Article IV shall be defined as "school days" except for grievances initiated in the summer. Failure of an employee or the Association to act on any grievance within the specified time limits at each level will act as a bar to any further appeal. Failure of the Administration to render a decision within the specified time limits will allow the grievant to proceed to the next level.
 - 3. All grievances initiated after the end of the 190-day school year, or during the last 14 days of school, shall be bound to the same procedure steps and time limits. However, all references to days shall be interpreted as "calendar days" and the time limits at each level shall be extended by five (5) calendar days.

D. Procedure

1. **Level One - Principal or Immediate Supervisor (Informal):** An employee with a grievance shall first discuss it with the employee's principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. The employee shall be present at Level One (1) of the grievance unless extenuating circumstances prevail at which point the employee may be represented by the Association.
2. **Level Two - Principal (Formal):** If, as a result of the informal discussion with the principal or immediate supervisor at Level One, a grievance still exists, the aggrieved person may invoke the formal grievance procedure individually or through the Association on the form set forth in Schedule C. The grievance form shall be available from the Association representative and the District Secretary. The form shall be signed by a representative of the Association if requested by the grievant. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or his/her designee. The filing of the formal written grievance at the second level must be within fifteen (15) days from the date of occurrence or knowledge of the event giving rise to the grievance
 - (a) The appropriate principal or immediate supervisor shall indicate a disposition of the grievance in writing within five (5) days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved person.
 - (b) If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) day period, the grievance shall be transmitted to level three.
3. **Level Three - Superintendent**
 - (a) In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved employee may file a copy of the grievance with the superintendent. This filing must be within five (5) school days of the principal's written decision.
 - (b) The superintendent or designee shall meet with the aggrieved person and the Association within five (5) days of receipt of the grievance. Within ten (10) days of receipt of the grievance, the superintendent or designee shall indicate the disposition of the grievance in writing and shall furnish a copy thereof to the Association.
4. **Level Four - Arbitration:**
 - (a) If the aggrieved person or the Association is not satisfied with the disposition of the grievance at level three, or if no disposition has been made within the time limit, the aggrieved person or the Association may submit the grievance to arbitration. Such request must be filed within ten (10) days of the receipt of the level three disposition or the deadline for such. The Board shall be notified in writing of such filing by the Association.
 - (b) Within ten (10) days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of five (5) arbitrators, and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first

name shall do so within two (2) school days, and the other party shall have one (1) additional day to remove one of the four remaining names until the list has one remaining name. The person whose name remains shall be the arbitrator.

- (c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision as soon as possible from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator in the award opinion shall not amend, modify, nullify, ignore or add to the provisions of the bargaining agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented in writing by the school district and the Association. The decision must be based solely and only upon the arbitrator's interpretation of the meaning or application of the express relevant language of the agreement.
- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. Miscellaneous

- 1. Year-End Grievance: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.
 - 2. Group Grievance: If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the superintendent directly, and the processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure.
 - 3. Written Decisions: All decisions rendered at levels two through four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore.
 - 4. Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
 - 5. Meetings and Hearings: All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives heretofore referred to in this article.
- F. If the Association or any employee files any claim or complaint in any forum (through any procedure) other than under the grievance procedure of this agreement, then the school district shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE V: Dues Deductions

- A. Authorization: Any member of the Association may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in this agreement in schedule D.
- B. Regular Deductions: Pursuant to a deduction authorization, the Board shall deduct one-ninth of total dues from the regular salary check of the employee each month for nine months, beginning in October and ending in June of each year. Employees who choose to must submit authorization forms to the Board secretary no later than the last Friday in September of each calendar year. Persons beginning employment after the September pay period will have their dues deductions prorated for the remaining months.
- C. Transmission of Dues: The Board shall transmit to the Association Treasurer the total monthly deduction for professional dues within ten (10) days following each regular pay period, along with a listing of the employees for whom deductions were made.
- D. A member's dues may be checked off only upon the member's written request and the member may terminate the dues check-off by giving thirty (30) days written notice.
- E. The Association shall have the responsibility of informing its members of the dues deduction system, and of providing the necessary authorization cards for dues deduction.
- F. The obligation of the Board to check off dues shall not be construed so as to obligate the Board in collecting initiating fees, special assessments, back dues, fines or other similar items.
- G. The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability, and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction.
- H. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, savings bonds, life insurance, and Board approved health plans.
- I. Upon presenting to the Superintendent proof of membership, the employee will be reimbursed up to fifty dollars (\$50.00) per year toward payment of membership fees to professional organizations prorated for part time employees. Reimbursement shall not be given for ISEA/NEA dues.

ARTICLE VI: Salary

- A. Schedule: The salary of each employee covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part hereof.
- B. Placement on Salary Schedules
 - 1. Adjustment to Salary Schedule: Each employee shall be placed on his/her proper step and educational lane of the salary schedule as of the effective date of this agreement. All employees who complete assigned duties for 90 days during any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. All forms of paid leave shall be included when determining the number of days the employee was completing assigned duties.

2. Credit for Experience: If a prospective employee has previous teaching experience and is applying for a position where the District is lacking good, qualified candidates, the District reserves the right to hire at the appropriate step on the salary schedule. Experience must have occurred within the last ten (10) years in a duly accredited school upon initial employment.
3. Returning to the District: Any employee with previous teaching experience in the North Kossuth Community School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience, military experience, or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teaching Training Corps. Such employees who have not been engaged in other teaching or other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.
4. Teachers employed on a part-time basis will be paid a per cent of the regular salary they would have received for full time employment. That per cent shall be equivalent to the percent of the 7:45 A.M. to 3:45 P.M. day which they are required to be in attendance.
5. The monthly salary payment shall be electronically transferred to the financial institution and account of the employee's choosing.

C. Advancement on Salary Schedule

1. Increments: Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. Employees who complete assigned duties for 90 days during any school year shall be considered to have completed one year of service at North Kossuth. All forms of paid leave shall be included when determining the number of days the employee was completing assigned duties.

Based on formal evaluations, the Board, however, shall have the right to hold the increment of an employee. This action shall not be used in consecutive years regarding the same individual. After holding the increment of an employee one year, the next year that employee shall be granted one (1) increment advance if still employed by the district.

2. Educational Lanes: Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane.
 - (a) Any staff development courses approved through the Iowa Board of Educational Examiners and in the teacher's field or generic to all education fields will be accepted for movement to the BA+10, BA+20, BA+30, MA+10, or MA+20 lanes. Courses paid for by the district will not qualify for advancement.
 - (b) Any graduate level course in the teacher's field or generic to all education fields will be accepted for movement to the BA+10, BA+20, BA+30, MA+10, or MA+20 lanes. Courses paid for by the district will not qualify for advancement.
 - (c) An employee's total pay will be based on the Master's schedule when he/she holds a Master's in an educational field.
3. Longevity: The employee will receive 5.5% of BA Step 0 in 2006-07 as longevity pay after one year on the top step of any educational lane. Teachers who are receiving longevity pay who move to the next educational lane will move down to the next step (if available), and those that move down a step will not receive longevity pay the first year.

4. Notification of Lane Changes: The district shall receive written notice of "intent to advance on the salary schedule" no later than March 15 of the year preceding the intended salary lane change. Administration shall notify employees one (1) week prior to March 15 of this requirement. An official college/university transcript must be submitted to the superintendent or his/her designee by September 15 of the succeeding school year. Only official transcripts approved on or before September 15 will advance an employee on the salary schedule. If the course work was completed and the delay in receiving the official transcript by September 15 is through the college/university, credit will be granted.

ARTICLE VII: Supplemental Pay

A. Extracurricular Activities

1. Approved Activities: The Board and the Association agree that the extracurricular activities listed in Schedule B are official school sponsored activities covered by school insurance.
 2. Rates of Pay: Employee participation in extracurricular activities which extend beyond the regularly scheduled school day shall be compensated according to the rate of pay hereof. Teachers involved in extracurricular coaching duties will be assigned separate contracts or letters of assignment pursuant to the Iowa Code.
 3. Employees shall advance one (1) year horizontally for each year of service in the district, up to a maximum of seven (7) years. Athletic coaches who change positions shall continue without interruption across Schedule B, so long as they remain within the same sport. Credit up to Step 7 of Schedule B may be given for previous experience.
 4. Schedule B steps shall increase for a maximum of 7 steps.
 5. Based on formal evaluations, the Board, however, shall have the right to hold the increment of an employee. This action shall not be used in consecutive years regarding the same individual. After holding the increment of an employee one year, the next year that employee shall be granted one (1) increment advance if still employed by the district.
 6. All employees shall work at three (3) extracurricular assignments and in return, employees and their spouses will be admitted free to home events except for state and conference sponsored activities. Those staff taking positions of official authority such as scorekeepers and timers, etc. shall not be assigned the above extracurricular assignments unless there is a need. A random selection of assignments will be made.
- B. If a school vehicle is not available, employees shall be reimbursed for one-way mileage between schools if it is still on school time and not part of the employee's normal commute.

ARTICLE VIII: Insurance

- A. Types: The Board agrees to provide all employees the following paid insurance protection.
1. Health and Major Medical: Each employee who is half-time or more may be covered by a health and major medical program paid for by the Board that is equivalent to or better than the one now in force unless mutual agreement to change the program is reached between the NKEA and the Board. The Board will contribute \$100.00 per month for 2006-07 per employee toward either the district's family health insurance plan or a Tax-Sheltered Annuity (TSA). The employee shall notify the business office in writing which option is selected. It is the responsibility of the employee to make all necessary arrangements to set up the TSA.
 2. Long Term Disability: The Board will provide LTD for each employee as per insurance carrier requirements that is equivalent or better to the one now in force.
 3. Each employee who is half-time or more may be covered by a basic dental insurance plan paid for by the board.
- B. Description: The Board shall provide each employee a description of the insurance coverage provided by the district. This description shall include a clear description of conditions and limits of coverage. The Board will be responsible for providing insurance applications as needed.
- C. Continuation: In the event that an employee, absent because of illness or injury, has exhausted all sick leave accrued, the above-mentioned benefits shall continue throughout the balance of the school year.
- Employees on a non-paid leave for one month or longer may have the option of continuing any or all of the Board paid programs by paying the premium themselves to the Board within thirty (30) days of the billing date.
- Non-paid leave is defined in Article XI of the agreement.
- In the event that an employee leaves the district at the end of the regular school year for any reason, the Board shall continue to carry insurance for that employee through the August pay period, unless said employee is covered under another plan through other employment.
- D. Coverage date: Insurance coverage shall begin on Sept. 1st upon an employee's initial employment, except for teachers hired after Sept. 1st, who shall be eligible for insurance benefits on the first day of the month after the month in which they are hired.

ARTICLE IX: Sick Leave

A. Accumulative Benefits

1. All employees shall be entitled to sick leave based on the following:

1st year	10 days
2nd year	11 days
3rd year	12 days
4th year	13 days
5th year	14 days
6th and succeeding year	15 days

Sick leave days shall be credited to the employees as of the first official day of said school year whether or not they report for duty on that day, provided, however, that the employee must, in fact, report and assume duties during some period of the school year. In the case of a new employee, the employee must perform the duties specified in his/her contract agreement for a minimum of one-half of the total days contracted in said individual contract. Unused sick leave shall be accumulated year to year with a maximum of one hundred ten (110) days.

2. The amount of sick leave an employee may use to aid an ill or hospitalized member of the immediate family shall be limited to ten (10) school days in any one year. The immediate family shall mean parents or guardian, spouse, children, brothers and sisters.
3. Part-time employees will be granted a prorated amount of sick leave based upon hours worked.
4. An Emergency Leave bank is available to employees covered by this contract. An employee may use days from the Emergency Leave bank after the employee has used all allowable days as stated in Article IX, Section A, parts 1 and 2 and all allowable personal days as stated in Article X, Section A, part 1. The days may be used for emergency situations under this Article. No employee may use more than fifteen (15) days in one contract year from the bank.

Each employee covered by this contract may contribute up to ten (10) days to the Emergency Leave bank. The days shall be deducted from the employee's accumulated sick leave at the end of the school year, and the employee must notify the Board Secretary at the time of check-out of his/her desire to donate to the bank and how many days the employee will donate. The Emergency Leave bank accumulation maximum is sixty (60) days. The Board Secretary will provide the Association with verification of the bank's total number of available days no later than September 15th of the current school year.

5. Upon retirement, an employee will be reimbursed for unused sick leave up to a maximum of ninety (90) days at a rate of \$15 per day. The amount of this benefit, including fixed costs in any year, will be costed in to the contract settlement in the next year.
6. Maternity and/or parental leave shall be granted following the provisions under the Family and Medical Leave Act of the State of Iowa. (see Schedule E)

- ### B. Notification of Accumulation:
- Employees shall be given a copy of a written accounting of accumulated sick leave days on an annual basis.

C. Extended Leave

1. An employee who is unable to work because of personal illness or disability, who has exhausted all sick leave available, may be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year.
2. The Board agrees to continue all fringe benefits provided by this agreement for the duration of said leave.

ARTICLE X: Temporary Leaves of Absence

A. Paid Leave: Employees shall be entitled to the following temporary, non-accumulated leaves of absence with full pay each school year.

1. Personal Days: At the start of each school year, each employee shall be credited with the equivalent of three (3) teaching days or six (6) one-half days as personal days. Two days advance notice shall be given, in writing except in case of emergency, and the employee will pay the price of a substitute for the third personal day. No more than three (3) employees may be gone on the same day. Personal days may not be used the first five (5) student days of school, the last five (5) student days of school, nor the day before or after a school designated vacation period. However, the teacher may, unless otherwise prohibited, be permitted to use one day of the last five (5) student days for the purpose of graduation activities of a family member. Family member is defined to include children, grandchildren, nieces, and nephews. Personal days will be used for activities that cannot be normally scheduled outside the work day. If an employee does not use one of their paid personal days during the school year, that day will be carried over to the following year replacing the sub-paid personal day. Any exceptions to this item must be approved in advance by the superintendent and will not be deemed to be precedent setting.
2. Jury Duty: Any employee called for jury duty during school hours and is subpoenaed in any judicial or administrative proceeding, shall be granted released time. Mileage paid to the employee by the court shall not be reimbursed to the district. An employee will reimburse the amount of per diem pay received by the court to the district. An employee is expected to return to their work assignment on a daily basis if released from jury duty prior to the completion of their school day.
3. Professional: Professional leave days may be used for any educational purpose at the discretion of the administration. The employee planning to use professional leave days shall notify the superintendent at least one (1) week in advance of the absence, and the superintendent shall have sole discretion in determining whether or not a professional leave day or days may be granted to any employee. Employees will be required to provide a summary to the administration and the community (i.e. through the newsletter) within one week of return.

Each teacher applying for professional leave shall complete a Request for Professional Leave form as designed by the administration. The teacher shall indicate on the form how the conference will provide professional growth toward the teacher's Individual Career Development Plan. A connection to District Goals and the Iowa Teaching Standards and Criteria are required. A copy of the conference agenda, registration form, and a summary of the estimated expenses shall also be included.

A head coach may use professional leave to attend a clinic for any Schedule B sport/activity in which (s)he coaches/sponsors once a year. Coaches/sponsors of multiple sports/activities may decide which clinic to request to attend. If attendance at the clinic does not require loss of teaching or district staff development time, the coach is under no restrictions or limitations on attendance.

Expenses under this Article will be paid by the district upon submission of appropriate receipts and may include substitute teacher costs, registration fees, lodging costs, and meal costs. A school vehicle may be used if available. If the teacher/sponsor/coach uses his/her own vehicle, mileage reimbursement will be made according to Board policy.

If the Professional Leave request is denied, the reason(s) for denial shall be given to the teacher in writing.

Teachers holding an Initial License shall not be eligible for Professional Leave under this Article.

4. Bereavement: Up to ten (10) days of leave shall be granted at any time in the event of death of any employee's spouse, child, parents or guardian, brothers and sisters. Up to three (3) days of leave shall be granted at any one time in the event of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, niece, nephew, grandmother, grandfather, aunt, uncle, grandson, granddaughter, and any other member of the immediate household. In the event of the death of an employee in the North Kossuth Community School District, the superintendent shall have the discretion to grant to an appropriate number of employees sufficient time to attend the funeral. In the case of death of any relative not mentioned above, one day shall be granted per occurrence for the purpose of attending the funeral. One day per year shall be granted to attend the funeral of a friend.
5. Part-time employees will be granted prorated amounts of leave based on hours worked.

ARTICLE XI: Extended Leaves of Absence

- A. Educational Improvement: A leave of absence without pay of up to one (1) year may be granted, at the discretion of the administration, to any employee, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return from such leave an employee will be allowed to move horizontally to the hours or degree earned and maintain the same benefits as he/she would have had the previous year.
- B. Good Cause: Other extended leaves of absence without pay may be granted in writing by the superintendent.

ARTICLE XII: Employee Hours and Load

- A. The normal workday shall consist of no more than eight (8) consecutive hours per day. For teachers who begin their day in the Jr. - Sr. High School building their day shall begin no sooner than 7:30 a.m. and end no later than 4:00 p.m. For teachers who begin their day in the elementary (grades K-6) their day shall begin no sooner than 7:30 a.m. and end no later than 3:45 p.m. Employees may be absent during the working day, with administrator consent, if the reason is of a valid nature, without a reduction in pay or loss of days.
- B. On days preceding weekends, holidays, or vacations, the employee's day will end at the close of the student's day, providing the busses have left the premises. Employees shall also be allowed to leave at the close of the student's day, providing the busses have left the premises, if school has been dismissed early for bad weather or for situations deemed emergencies by the administration.
- C. Employees shall have a daily, uninterrupted duty-free lunch period of twenty (20) minutes for elementary, middle and high school teachers. This is to be on a daily basis, but if an unexpected situation arises, the teacher(s) may be asked by the administration to assist in the supervision of students during their lunch period.

- D. Employees shall, in addition to their lunch period, be provided weekly preparation time of at least one hundred and fifty (150) minutes, during which time they shall not be assigned to any other duties. The above amount of time per week is based upon a five (5) day student work week. If a work week is less than the normal five (5) full days, as in the case of holidays and in-service, this preparation time shall be in proportion to the amount of time worked by the employee. If scheduling prevents allowing an employee 150 minutes of preparation time, the employee shall be compensated in a manner mutually agreeable to the employee and superintendent. If a teacher is asked to cover another staff member's class during their prep period, the teacher will be compensated at \$15.00 per clock hour. In order to receive payment, a time card must be signed by the teacher and initialed by the principal.
- E. When a teacher is unable to get to school due to weather conditions, the teacher will use personal leave. If the employee does not have any leave available, then the district will deduct one day's pay from the employee's paycheck. Under this circumstance, a personal day will be allowed even if it is the day after a vacation.
- F. The reporting time for teachers when a late start is in effect is one-half hour before the official starting of the student school day, unless an in-service is scheduled.
- G. Meetings: Employees may be required to remain after the end of the regular working day without additional compensation for the purpose of attending faculty or other professional meetings with appropriate notification.
- H. School Calendar: The development of the school calendar, including the number of employee work days, vacations, and holidays, shall be mutually determined between the parties. If an agreement cannot be reached, the decision of the Superintendent shall be final.
- I. If an employee is required to be in attendance at an evening school function, then the employee may leave at the end of the student day.

ARTICLE XIII: Employment, Assignments, Transfer

- A. Assignment of Employees: Each employee shall be given written notice of salary schedule placement and tentative class, grade and/or subject assignments for the forthcoming year, not later than June 1. If a change in assignments is made after the initial notification, the employee affected shall be notified of said change as soon as possible.
- B. Transfer Procedure: A transfer will be considered after a vacancy has been declared. A vacancy shall be defined as those positions that will remain unfilled after the Board has realigned the current employees. A notice of vacancy shall be posted for at least 10 days, and a copy given to the Association President, to allow an employee who has not previously filed a request for voluntary transfer to indicate in writing a desire to fill the vacancy. A transfer is an assignment of an employee to a different job classification, grade level, subject area or building.
 - 1. All requests for voluntary transfers for the following year should be in writing in the form of a letter sent to the Superintendent. This letter should contain specific reasons for requesting the transfer. A request for voluntary transfer shall be considered to fill a vacancy.
 - 2. The consideration of a voluntary transfer of an employee will be based on qualifications and certifications, and no transfer request shall be denied arbitrarily, capriciously or without basis in fact.
 - 3. Written notice of voluntary transfer will be given to the employee concerned as soon as practical and denials shall be given the employee in writing including the reason(s) for the denial.

4. Requests for voluntary transfers are kept for (1) school year. Renewal must be made each year.
5. If an involuntary transfer occurs, a transfer that is not requested by the employee after written notice of a vacancy is posted, the employee affected and the association shall be given written notice explaining the reasons for the transfer.
6. The Superintendent shall have the final decision in all cases of transfer.

ARTICLE XIV: Reduction or Realignment of Staff

A. Coverage: All employees under this agreement.

B. Staff Reduction

1. Reductions: The Board shall have the right to determine when it is necessary to have a reduction of staff. Attrition will be used when possible. In the event reduction in staff cannot be adequately accomplished by attrition, those with emergency or temporary certification shall be laid off first, unless needed to maintain existing programs.
2. If reduction in staff cannot be adequately accomplished in accordance with the above paragraph, the Board of Education shall lay off employees according to the following criteria not necessarily listed in order of priority:
 - (a) Total teaching experience in the North Kossuth Community School
 - (b) Total teaching experience in other school systems
 - (c) Relative skill and ability
3. Teaching experience means an employee's length of fulltime continuous service with the employer since the employee's last semester of hire. A part-time teacher shall accrue seniority on a prorated basis.
4. Notification: The administration shall provide written notice to each teacher who may possibly be affected by reduction, and specific written reasons for reduction of staff shall be given no later than April 30 preceding each school year. Notice of staff reduction(s) shall be given to the Association.

C. Recall Procedures:

1. Recall Rights: Any teacher laid off pursuant to this policy shall have recall rights to any position covered under this agreement for which he/she is certified and qualified, for two (2) years from effective date of his/her layoff and shall be recalled to available positions in reverse order of layoff.
 - (a) An employee shall be notified by letter should any position become available for which he/she is qualified.
 - (b) Such notification shall be sent in writing to the last address supplied to the superintendent by the employee.
 - (c) If the employee fails to notify or accept a position within ten (10) days of postmark of said notice, all recall rights shall terminate. If the vacancy occurs after August 15, then the employee may reject the position and will not lose recall rights.
2. Benefits: Any teacher re-employed by exercising recall rights shall have restored all fringe benefits and placement on the salary schedule accrued at the time of the layoff.
3. Recall list: The Board shall keep on file a current list of those who have retained such recall rights provided by this policy and shall furnish said list to the Association annually.

ARTICLE XV: Health Provisions

- A. The District shall require each employee with a certification of fitness to perform the tasks assigned which will be in the form of a written report of physical examination, including a check for tuberculosis by a licensed physician and/or surgeon, osteopath or qualified doctor of chiropractic medicine. A report shall be provided at the beginning of service and at three-year intervals. Employees will be reimbursed up to seventy dollars over and above the payment paid by health insurance. Employees shall provide proof of the amount paid by insurance when requesting reimbursement.

ARTICLE XVI: Safety Provisions

- A. Employer Facilities: Each school shall maintain the following safety provisions for employees:
1. Protective Devices: Such special clothing, equipment and devices as may be needed by the employee to perform assigned duties in a safe manner as is mutually agreed upon by the employee involved and the administration shall be provided without charge to the employee, provided, however, that the employee shall be held responsible for the proper care and use of such equipment.
- B. Protection of Employee: An employee may, within the scope of employment, use and apply such amount of force as is reasonable, necessary and lawful to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the persons or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.
- C. Reporting Assaults: An employee shall immediately report cases of assault suffered by them in connection with their employment to the superintendent and to the police.

ARTICLE XVII: Other Facilities and Equipment

- A. The Board shall provide the following:
1. Lounge: A furnished room which shall be reserved for the use of employees as a staff lounge, as much as possible, within the Board's budget. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
 2. Textbooks: Copies, for each employee's use, of all texts used in each of the courses he/she is to teach, shall be provided.
 3. Machines to aid the employees in the preparation of instructional materials will be provided.
 4. Keys: Each employee may be provided a key for the front door of the building and a key for the door of his/her instructional room. Other keys may be provided at the discretion of the superintendent.

ARTICLE XVIII: Professional Development

- A. In-Service Education as a part of work year:
1. Makeup: The In-Service Education Committee shall consist of no more than six (6) members with up to three (3) to be appointed by the Administration, and up to three (3) to be appointed by the Association. The membership of the Committee should provide for a good cross-section of grade level and building representation and shall select their own chairperson.
 2. Responsibilities: The In-Service Education Committee shall recommend to the administration in-services during the school year.
 3. Released time: Members of the In-Service Education Committee shall be granted released time during the regular work day to fulfill their responsibilities.

ARTICLE XIX: Employee Evaluation

- A. Notification - Assigned Employees: No later than two (2) weeks after the beginning of each employee's assumption of duties, the building principal or appropriate supervisor shall acquaint each employee under his/her supervision with the evaluating procedures, standards, and instruments. The purpose of the orientation is to achieve mutual understanding of the evaluation system. Up to sixteen (16) hours of in-service on the eight (8) Iowa Teaching Standards, forty-two (42) criteria, and any descriptors will be provided. No formal evaluation shall take place until such orientation has been completed. An employee's building principal shall be their primary evaluator. However, any district administrator may be called on for multiple evaluation purposes.
- B. Purpose: All formal evaluations shall be conducted for the purpose of evaluation toward the improvement of professional performance and as a means of employing the most competent instructors possible. Each teacher shall draft an individual career development plan by October 15th of the year following their summative review. The evaluator will meet with the teacher to review the plan, modify the plan, and approve the plan within twenty (20) days. Modifications can be made at any time and an annual conference will be held to review it's progress.
- C. Required observations: A probationary employee shall be formally evaluated at least twice each year during the probationary period (once during first and once during the second semester). A continuing employee shall be formally evaluated at least one time every three years. There shall be at least a fifteen (15) work day period between each formal evaluation, unless otherwise requested by the employee. All formal evaluations shall be conducted between Oct. 1st and April 20th. It shall be no shorter than thirty minutes and no longer than ninety minutes and none will be conducted on the day before or after a vacation. A pre-conference will be held at least two days prior to the formal observation.
- D. Formal Evaluation: The building principal or appropriate supervisor shall evaluate each employee formally in writing. The evaluator will provide the teacher with a copy of the summative performance review at least one day prior to the meeting. Any standards not being met shall be identified and information and evidence used to make this decision will be provided. Such evaluation shall be based upon the criteria for evaluating professional performance as mutually agreed upon by the administration and Association and approved by the Board. All formal evaluation observations shall be pre-announced and not unduly interfere with the normal teaching-learning process.
1. Conference and copy: A copy of each formal evaluation shall be given to the employee and a conference shall be held between the employee and the building principal or appropriate supervisor within five (5) school days following the formal classroom observations. A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

2. Responses: If the employee feels the formal written evaluation is incomplete, inaccurate, or unjust, he/she may put formal objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. Written objections shall be submitted to the appropriate principal within fifteen (15) days of the evaluation conference giving rise to the objections. The file copy of such objections shall be signed by both parties to indicate awareness of the content.
3. If an employee feels the formal written evaluation is not fair, just and accurate, he/she may grieve the evaluation according to the procedures in the contract.

A probationary employee (Iowa Code Section 279.19) may not grieve their evaluations during their probationary period.

E. Informal Observations: Additional evaluation of employees may occur through informal observations by the employer. It may not be deemed necessary to reduce such evaluations to writing, and a verbal discussion between the employee and the employer concerning the informal observation may suffice. If any documented informal observations are placed in an employee's personnel file, said documentation will be called to the employee's attention within five (5) days after documentation is recorded.

F. Personnel file review

1. Each employee shall have the right at any time to review the contents of his/her personnel file. A representative of the Association, at the employee's request, may accompany the employee in this review.
2. The Board or its administrative representative including building principals, shall not establish any separate personnel file which is not available for the employee's inspection.

G. Personnel File contents

1. The administration shall be required to keep a copy of all evaluation material on file in one or more administrative office(s). Such files shall be made known to employees, and they shall have the right to review and reproduce any of the evaluation materials in these files.
2. The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become part of said file.
3. Any complaints directed toward an employee which are placed in his/her personnel file are to be called to the teacher's attention within five (5) days after complaint was received.


H. Personnel File reproduction: The employee shall have the right to reproduce any of the contents of his/her file, except college credentials and letters of recommendation of a closed nature with reasonable cost for reproduction to the employee.

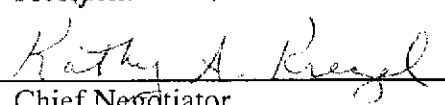
ARTICLE XX: Clauses and Duration

- A. Separability: If any article, section, paragraph, clause or sentence of this agreement should be declared invalid or unconstitutional, such decisions shall not void the remaining articles, sections, paragraphs, clauses, or sentences and they shall remain in full force and effect for the duration of this agreement.
- B. Printing Agreement: Copies of this agreement shall be printed within sixty (60) days after the agreement is signed, unless circumstances beyond the Board's control prevent compliance. The cost of material and labor shall be shared equally between the Board and Association with the Association's share not to exceed fifty (50) dollars. The agreement shall be presented to all employees now employed or hereafter employed, administrators, Board members, and ten (10) additional copies each for the Board and the Association.
- C. Whenever any notice is required to be given by either party of this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by letter at the following designated addresses:
1. If by the Association, to the Superintendent and Board President
 2. If by the Board, to the Association President
- D. Duration Period
1. This agreement shall be effective as of July 1, 2006 to June 30, 2008, except Schedule A, Schedule B and insurance expenses.
 2. This agreement shall automatically continue in force and effect for equivalent periods, except as may be amended, modified or substituted under the procedures set forth in the Public Employment Relations Act, Chapter 20.
- E. Signature Clause: In witness whereof, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their chief negotiators, and their signatures placed thereon, all on the:

_____ day of _____, 20____

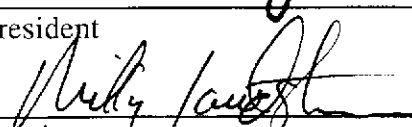
NORTH KOSSUTH EDUCATION ASSOCIATION

By: 
President

By: 
Chief Negotiator

NORTH KOSSUTH BOARD OF EDUCATION

By: 
President

By: 
Chief Negotiator

Schedule A

SALARY SCHEDULE A			BASE =	22400						
HORIZONTAL			200	400	250	250	500	500		
VERTICAL INCREMENT		896	904	920	930	940	960	980		
	Step	BA	BA10	BA20	BA30	MA	MA10	MA20		
	0	22400	22600	23000	23250	23500	24000	24500		
	1	23296	23504	23920	24180	24440	24960	25480		
	2	24192	24408	24840	25110	25380	25920	26460		
	3	25088	25312	25760	26040	26320	26880	27440		
	4	25984	26216	26680	26970	27260	27840	28420		
	5	26880	27120	27600	27900	28200	28800	29400		
	6	27776	28024	28520	28830	29140	29760	30380		
	7	28672	28928	29440	29760	30080	30720	31360		
	8	29568	29832	30360	30690	31020	31680	32340		
	9	30464	30736	31280	31620	31960	32640	33320		
	10	31360	31640	32200	32550	32900	33600	34300		
	11	32256	32544	33120	33480	33840	34560	35280		
	12	33152	33448	34040	34410	34780	35520	36260		
	13	34048	34352	34960	35340	35720	36480	37240		
	14	34944	35256	35880	36270	36660	37440	38220		
	15		36160	36800	37200	37600	38400	39200		
	16			37720	38130	38540	39360	40180		
	17					39480	40320	41160		

Schedule B

SUPPLEMENTAL SCHEDULE B			BASE =	22400						
POSITION			%	1	2	3	4	5	6	7
Head FB, VB, BKB, BB, SB			10.0%	2240	2340	2440	2540	2640	2740	2840
Head Track			8.0%	1792	1892	1992	2092	2192	2292	2392
Asst. FB, VB, BKB, BB, SB			6.6%	1478	1578	1678	1778	1878	1978	2078
Asst. Track			4.9%	1098	1198	1298	1398	1498	1598	1698
Jr. High FB, VB			5.0%	1120	1170	1220	1270	1320	1370	1420
Jr. High BKB			6.0%	1344	1394	1444	1494	1544	1594	1644
Band, Vocal, Yearbook			4.4%	986	1036	1086	1136	1186	1236	1286
Pep Band			4.6%	1030	1080	1130	1180	1230	1280	1330
Golf			6.0%	1344	1444	1544	1644	1744	1844	1944
Play (each)			4.4%	986	1011	1036	1061	1086	1111	1136
FHA, BPA, Quiz Bowl, FFA			3.5%	784	809	834	859	884	909	934
Speech			4.4%	986	1011	1036	1061	1086	1111	1136
HS Cheerleaders			6.0%	1344	1394	1444	1494	1544	1594	1644
Jr. High Cheer.			3.5%	784	809	834	859	884	909	934
Newspaper			3.2%	717	742	767	792	817	842	867
Head Jr. Class Sponsor			2.7%	605	630	655	680	705	730	755
Head Sr. Class Sponsor			1.9%	426	451	476	501	526	551	576
Asst. Play (each)			2.7%	605	630	655	680	705	730	755
Wt. Room Supervisor			3.8%	851	876	901	926	951	976	1001
Jr. High Asst.			3.0%	672	697	722	747	772	797	822
Jr. High Track			4.5%	1008	1058	1108	1158	1208	1258	1308
History Fair			1.2%	269	294	319	344	369	394	419
Math Bee, JH Quiz Bowl			0.5%	112	137	162	187	212	237	262
Spelling Bee, Invent Iowa			0.2%	45	70	95	120	145	170	195
Peer Helper			2.4%	538	563	588	613	638	663	688
Drill Team			2.8%	627	677	727	777	827	877	927
AD - HS			16.0%	3584	3709	3834	3959	4084	4209	4334
AD - Jr. H.			9.0%	2016	2081	2146	2211	2276	2341	2406

SCHEDULE C

Grievance Report
NORTH KOSSUTH COMMUNITY SCHOOL

North Kossuth Comm. School

_____ Building

_____ Name of aggrieved person

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract or Policy Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

E. Disposition of Principal or Immediate Supervisor _____

Signature of Principal or
Immediate Supervisor

Date

SCHEDULE C

LEVEL III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee

Signature of Superintendent or Designee

Date

LEVEL IV

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator

Signature of Arbitrator

Date of Decision

SCHEDULE D

Dues Deduction Authorization

NORTH KOSSUTH COMMUNITY SCHOOL

I hereby authorize the North Kossuth School District to withhold \$_____ from my October through June pay check, as dues for the North Kossuth Education Association.

Signed _____ Date _____

District Secretary

Date Received

SCHEDULE E

Family Medical Leave Act of the State of Iowa

NORTH KOSSUTH COMMUNITY SCHOOL

Maternity and Parental Leave

Maternity leave relates to the birth of a child; parental leave relates to the birth or adoption of a child. Maternity leave and parental leave represent distinct phases of leave.

1. Maternity leave is only available to female employees to cover the disability period associated with pregnancy, childbirth, or recovery from childbirth. Paid sick leave is available for this purpose; vacation, comp time, or unpaid leave may be used if sick leave is exhausted. These considerations apply:
 - In no case shall a pregnant employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position as substantiated by medical verification.
 - The disability period following childbirth and recovery relates only to that period of time when the employee is incapacitated from performing her job duties as substantiated by medical verification. For example, this is typically a six week period following a normal delivery, eight weeks following a C-section.
2. Parental leave is available to male and female employees as leave without pay for the purpose of bonding with and nurturing a newborn or newly adopted child; there is no employee disability involved. Vacation leave or comp time may be used in lieu of unpaid leave. The following considerations apply:
 - The employee must be granted up to three months of parental leave without pay if requested. Available annual leave or compensatory leave may be used in lieu of leave without pay. The employee should submit a request for leave as far as possible in advance, preferably at least four weeks. The employee is entitled to take any part or all of the unpaid three months leave if the leave has been properly requested.
 - An additional three months of parental leave shall be granted unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit as determined by the appointing authority.

Family and Medical Leave Act (FMLA)

Employees who have worked at least 12 months and at least 1,250 hours during the previous 12 months may request up to 12 weeks of job protected leave in a fiscal year, pursuant to provisions of the federal Family and Medical Leave Act (FMLA) of 1993. Hours will be prorated for part-time employees based on the average number of hours worked per week. During this leave, the employer's share of insurance premiums will continue to be paid.

A special request form is available from your personnel representative. Requests for FMLA leave should be made as far in advance as possible. Employees must provide 30 days advance notice whenever the leave is "foreseeable."

Other types of leave may be taken in conjunction with FMLA leave such that total leave time exceeds 12 weeks. However, only 12 weeks in one fiscal year can be designated under FMLA to qualify for the employer paying the employer share of health, dental, life and long-term disability insurance premiums.

1. Qualifying Reasons:

- a. The birth of a child and/or to care for a newborn child if the leave is completed within 12 months of the birth.
 - b. To care for a newly adopted child or child placed in your home for foster care (under 18 years of age –18 or older if the child is incapable of self care) if the leave is completed within twelve months of the adoption or placement.
 - c. To care for a spouse, child, or parent (not parents-in-law) who has a serious* health condition.
 - d. The employee's own serious* health condition if it renders the employee incapable of working.
2. Double Spouse. When both spouses work for the state of Iowa they will be limited to a combined total of 12 weeks for leave taken for birth, adoption, foster placement, or the care of a parent with a serious health condition or for the care of an employee's spouse or child with a serious health condition.
3. Exhausting Paid Leave. An employee approved for FMLA leave due to the employee's own serious health condition (including childbirth and recovery) is required to exhaust all paid sick leave, vacation and comp time before unpaid leave is granted. An employee approved for FMLA leave for foster placement or to care for a spouse, child, or parent is required to exhaust all vacation and comp time before unpaid leave is granted.
4. Return from FMLA Leave. Upon return from FMLA leave, employees will be returned to their original position or an equivalent position with equivalent pay, benefits, and other conditions of employment. The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the FMLA leave.

* A "serious health condition" means an illness or injury that requires inpatient care in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider resulting in an absence from work for more than three consecutive work days. Voluntary or cosmetic treatments are done on an outpatient basis or which are not medically necessary are not included.